

PROPOSITION 50 AGRICULTURAL WATER QUALITY GRANT PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD  
AND

STEVINSON WATER DISTRICT

Agricultural Drainage Control Project

AGREEMENT NO. 05-054-555-01

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "SWRCB", and Stevinson Water District, a local public agency, hereafter referred to as the "Grantee" **and as approved by SWRCB March 3, 2006 is hereby amended on December 19, 2006 to revise Exhibits A, B, and C (deletions shown as stricken and revision in bold and underline). Except as noted herein all other and conditions shall remain the same.**

WHEREAS:

1. The following provision(s) authorize the SWRCB to enter into this type of Grant Agreement:  
WC § 79540, PRC § 30940 (Pr 50 Agricultural Water Quality)
2. The Grantee has applied for a grant and has been determined by the SWRCB to be eligible for a grant pursuant to applicable State laws and regulations; and
3. The SWRCB, pursuant to the SWRCB Resolution No. 2005-0043, approved on June 16, 2005, has authorized grant funding for the Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

1. The Project generally consists of construction of artificial wetlands and ancillary facilities to control the discharges of agricultural drainage and storm water to the San Joaquin watersheds of the Stevinson Water District and neighboring Merquin County Water District, for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: Stevinson Water District
Name: Gail Cismowski, Grant Manager	Name: Robert Kelly, Project Director
Address: 11020 Sun Center Drive # 200 Rancho Cordova, CA 95670-6114	Address: P.O. Box 818 Newman, CA 95360
Phone: (916) 464-4608	Phone: (209) 634-4908
Fax: (916) 464-4800	Fax: (209) 634-2601
e-mail: gcismowski@waterboards.ca.gov	e-mail: wildcatkel@onemain.com

Direct all inquiries to:

State Water Resources Control Board	Grantee: Stevinson Water District
Section/Unit: Division of Financial Assistance	Section/Unit:
Attention: Janice Nishita <b>Carmen Rios</b> , Program Analyst	Attention: David Miller <b>John Bischoff</b> , Grant Contact
Address: 1001 I Street, 4617 <sup>th</sup> Floor Sacramento, CA 95814	Address: GEI Consultants 3100 Zinfandel Dr., Suite 500 Rancho Cordova, CA 95670-6064


Phone: (916) 341-5679 <b>5659</b>	Phone: (916) 631-4567
Fax: (916) 341-5296	Fax: (916) 852-6385
e-mail: <a href="mailto:jnishita@waterboards.ca.gov">jnishita@waterboards.ca.gov</a> <a href="mailto:crios@waterboards.ca.gov">crios@waterboards.ca.gov</a>	e-mail: <a href="mailto:dmiller@geiconsultants.com">dmiller@geiconsultants.com</a> <a href="mailto:jbischoff@geiconsultants.com">jbischoff@geiconsultants.com</a>

Each party may change its Project Representative upon written notice to the other party.

2. Incorporation of Documents. This Agreement incorporates the following documents:
  - 2.1 Exhibit A, Scope of Work;
  - 2.2 Exhibit B, Invoicing, Budget Detail, and Reporting Provisions;
  - 2.3 Exhibit C, SWRCB General Conditions; and
  - 2.4 Exhibit D, Grant Program Terms and Conditions.
3. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.
4. The term of the Agreement shall begin on November 1, 2005 and continue through Project completion plus twenty-three (23) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY MARCH 1, 2009.**

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By:   
Grantee Signature

By:   
Esteban Almanza, Chief **Barbara L. Evoy**  
State Water Resources Control Board,  
Division of Administrative Services **Division**  
**of Financial Assistance**

Robert D. Kelley  
Grantee Typed/Printed Name

4/4/07  
Date

General Manager 3/28/07  
Title and Date

Reviewed by: g.m.  
Office of Chief Counsel  
Date: 3/30/07

EXHIBIT A  
SCOPE OF WORK

1. Project Assessment and Evaluation Plan, Monitoring Plans, Quality Assurance Project Plan
  - 1.1 In order for the Regional Water Quality Control Board (RWQCB) staff and SWRCB staff to verify work was adequately performed or conducted, Global Positioning System (GPS) locations for monitoring must be identified for this Project prior to any disbursements.
  - 1.2 All projects are required to prepare and implement a Project Assessment and Evaluation Plan (PAEP) (aka Project Monitoring and Performance Plan) to detail the methods of measuring Project benefits and reporting them in accordance with a PAEP. Many projects include multiple activities that will require measurement of several parameters to evaluate Project performance. All implementation projects that propose pollution load and/or concentration reductions must report such reductions annually. Projects addressing sediment and nutrients must report annual pollutant load reductions. Projects protecting, restoring or creating streams, shorelines, or wetlands, must report an annual accounting of the acres of wetlands restored and created, feet of streambank and shoreline protected and feet of stream channel stabilized. The Grant Manager shall approve the PAEP prior to implementation of monitoring and performance assessment and/or evaluation actions. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/paep.html>.
  - 1.3 If environmental water quality monitoring (chemical, physical, or biological) is undertaken, the Grantee shall prepare, maintain, and implement a Monitoring Plan (MP) as described on Page 9 of the Agricultural Water Quality Grant Program Guidelines (August 26, 2004). The MP shall include, but is not limited to, a description of the monitoring objectives, types of constituents to be monitored, and the sampling location frequency/schedule for the monitoring activities. The Grant Manager shall approve the MP prior to implementation of any sampling or monitoring activities. The MP will include the schedule for submittal of monitoring reports. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation.
  - 1.4 If an MP is prepared, the Grantee shall also prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the SWRCB's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, and the USEPA QAPP, EPA AQ/R5, 3/01. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. Electronic submittal of data collected in accordance with SWAMP shall be required. The QAPP shall be approved by the RWQCB's or SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at <http://www.waterboards.ca.gov/swamp/qapp.html>.
2. Work To Be Performed by Grantee
  - 2.1 Pre-Project Field Work
    - 2.1.1 Delineate the existing wetland areas and determine boundaries of Project wetland areas and location where slide gate will be installed.
    - 2.1.2 Determine GPS coordinates for major Project components (wetland boundaries, slide gate, monitoring sites).
    - 2.1.3 Conduct a Pre-Project site condition inspection.
    - 2.1.4 Prepare and submit written landowner agreements for any work that will be done on private property.
    - 2.1.5 Conduct topographic survey. The design plan will be prepared after completion of the topographic survey so the plan will be based on the same survey data that will be used in the final design.
    - 2.1.6 Prepare and submit Pre-Project site information including inspection and survey reports, maps and GPS data to the Grant Manager.

## 2.2 Design Plan

The Design Plan will describe design elements of the ~~four (4)~~**three (3)** features: existing wetland, ~~controlled wetland~~, infiltration and recirculation wetland and ~~slide~~**Turner Slough outlet gate**. The Design Plan will also describe control, measurement and monitoring facilities appurtenant to each of the Project features.

### 2.2.1 Design ~~controlled wetland~~, infiltration and recirculation wetland, and ~~slide~~**Turner Slough outlet gate**. Prepare a -design plan that includes:

- a. Anticipated average flow entering and leaving each wetland site.
- b. Maximum flow rates and storage capacity.
- c. Description of instrumentation and hydraulic controls that will be used to maintain water levels and prevent overtopping of the wetland facilities.
- d. Timing of key elements of operation (optimal & acceptable range) to attain the flow management and water quality improvement objectives of the Project.
- e. Description of the balances that will be developed to track the paths taken by water and constituents introduced into the system (e.g., deep percolation, evapotranspiration, discharge to the San Joaquin River).
- f. Select vegetation types to be planted, describe the function of selected vegetation and outline the program for maintaining vegetation.
- g. Prepare a contingency plan to allow for immediate modification of Project operations or termination of discharge in response to extraordinary circumstances. Such circumstances would include release of storm water to the San Joaquin River in the event that excessive inflows threaten to damage Project facilities and termination of discharge to the river in the event that inflows to the Project are contaminated due to spillage of a prohibited substance.
- h. Submit draft contingency plan to Grant Manager for review and comment prior to inclusion in Design Plan.

## 2.3 Implementation

- 2.3.1 Operate Project and compile initial data.
- 2.3.2 Evaluate initial data and prepare adaptive management plans if needed. Submit to Grant Manager for approval prior to implementation.
- 2.3.3 Compile the complete photo record and submit to the Grant Manager in electronic format (cd).

## 2.4 Monitoring

- 2.4.1 Provide monitoring data to the Grant Manager during the term of the Agreement. The MP will be designed to monitor inflows to the wetland, and outflows from the Project to the San Joaquin River, **irrigation water output flows from the existing wetland to 300 irrigated acres directly west of the project, and sediment quality in the wetland areas receiving drainage and storm flows.**
- 2.4.2 Conduct visual monitoring in addition to the parameters listed in the MP. Visual monitoring parameters will include verification that inflows and outflows are within Project specifications and that prohibited waste (e.g. dairy waste) does not enter the facility. Observations will be logged and the log will be made available upon request. If prohibited waste has entered the facility, the Grant Manager will be notified immediately.
- 2.4.3 Conduct surface water quality monitoring in accordance with MP. The MP will include monitoring of surface water inflows and outflows through the Project area, and surface water quality parameters including but not limited to: total dissolved solids (TDS), **electrical conductivity (EC)**, boron, nitrate **and nitrite** nitrogen, **total** phosphorous, turbidity and selenium.
- 2.4.4 Conduct monitoring for selenium and any additional constituents of concern identified in the course of completing CEQA requirements in accordance with the frequency/schedule established for contaminant screening in the MP.
- 2.4.5 **Conduct sediment monitoring for sediment-bound chemicals as directed by the Grant Manager.**

- ~~2.4.5~~ **2.4.6** Compile and update the Access database of water quality monitoring data consistent with the database maintained by the Westside Watershed Coalition (WWC).
- ~~2.4.6~~ **2.4.7** Compile groundwater data from monitoring wells installed in Stevenson Water District under the Department of Water Resources funded groundwater monitoring program.
- ~~2.4.7~~ **2.4.8** Submit the above sediment, surface water and groundwater data compiled during the monitoring period to the Grant Manager.

## 2.5 Project Construction

### 2.5.1 Install measurement and control devices at the existing wetland

- a. Install a recording flume device (e.g., Replogle flume) to measure and record inflows to the existing wetland.
- ~~b. Construct a broad-crested weir to measure and control flow between the existing wetland and the controlled wetland.~~
- ~~b.~~ **e.** Rehabilitate the existing broad-crested weir discharging water from the existing wetland to Turner Slough, install a fuse-plug or other device to enable emergency discharge from the existing wetland, and install measurement and recording devices at the rehabilitated weir.
- c. Install flow meter on existing irrigation pump which pumps irrigation water out of existing ten (10) acre wetlands on approximately three hundred (300) acres west of the Project during the irrigation season.**
- d. Rehabilitate berms surrounding existing wetlands and raise berm height an average of one point one (1.1) feet so as to be uniform around the wetland. Downstream berm is to be cleared of top vegetation and broadened and compacted to prevent rodent burrowing. This will include excavating approximately thirty-one hundred (3,100) cubic yards of soil material.**
- e. Install a water tight screw slide-gate and flow meter at a twenty-four (24) inch outlet at the southern tip of the existing wetland to allow release, if necessary, to the San Joaquin River during winter storm water runoff flow. This outlet will be used as a secondary outlet to the River for heavy storm water flows.**
- ~~d.f.~~ Prepare and submit As-built drawings to the Grant Manager.
- ~~e.g.~~ Conduct pre- and post-construction photo documentation in accordance with SWRCB guidelines.

### ~~2.5.2~~ Prepare approximately eight (8) acres for construction of the controlled wetland.

- ~~a. Excavate approximately six thousand six hundred (6,600) cubic yards of soil from the site of the controlled wetland to construct a perimeter embankment.~~
- ~~b. Install an adjustable weir to control, measure, and record releases from the controlled wetland to Turner Slough.~~
- ~~c. Install pumping facilities to deliver water from the controlled wetland to the infiltration and recirculation wetland.~~
- ~~d. Prepare and submit As-built drawings to the Grant Manager.~~
- ~~e. Conduct pre- and post-construction photo documentation in accordance with SWRCB guidelines. Digital photos will be taken at key points during wetland construction and modification.~~

### ~~2.5.2~~ **2.5.2** Prepare approximately thirty (30) **thirty-two (32)** acres at the site of the infiltration and recirculation wetland.

- ~~a. Excavate approximately ten thousand (10,000)~~ **nine thousand six hundred (9,600)** cubic yards of soil from the site of the infiltration and recirculation wetland **and adjacent project-owned lands** to construct perimeter embankment.
- ~~b. Install pumping~~ **and piping** facilities to deliver water from the infiltration and recirculation wetland to the Grantee's distribution system
- c. Establish vegetation in the Infiltration and Recirculation Wetland.**
- ~~e.~~ **d.** Prepare and submit As-built drawings to the Grant Manager.

- e. ~~d.~~ Conduct pre- and post- construction photo documentation in accordance with SWRCB guidelines.

**2.5.42.5.3** Renovate the slide-gate Turner Slough outlet gate at the inlet to the forty eight (48) inch pipe that conveys water from Turner Slough through the flood control levee.

- a. Construct new control structure at inlet to culvert conveying water from Turner Slough through the forty-eight (48) inch of culvert. Establish vegetation in the new wetland.
- b. Prepare and submit As-built drawings to the Grant Manager.
- c. Conduct pre- and post- construction photo documentation in accordance with SWRCB guidelines.
- d. Prepare and submit Certification of Completed Construction to Grant Manager.

## 2.6 Project Support, Community Involvement, and Acceptance

2.6.1 Distribute Project updates and information to District directors and other interested groups, including members of the East Side San Joaquin River Watershed Coalition, WWC and the San Joaquin Valley Drainage Authority (SJVDA). Information will primarily be disseminated through regularly scheduled Regional and District public meetings. The Grantee may also elect to create handouts, presentation maps or other support materials and conduct field days, hold open houses or develop presentations for conferences or seminars if the opportunity arises and funding allows.

- a. The Grant Manager will be notified at least one (1) week prior to any field day, public meeting or other scheduled outreach event.
- b. Copies of distribution lists and any printed outreach materials given to Project participants and supporters will be submitted quarterly.

2.6.2 Compile written responses (if any) generated by the outreach efforts and materials, such as comment letters, feature news stories, etc., and submit with the following quarterly report. Note any verbal responses and submit a log of these in the following quarterly report. Outreach responses that are unfavorable, that reveal potential problems with the Project, or that indicate there is resistance to the Project will be reported to the Grant Manager immediately.

2.6.3 Create a user guide. This will be targeted at District personnel operating the Project but will be written with the expectation that other parties (e.g. water authorities in similar situations) may wish to adopt similar techniques in their own regions. Submit user guide to the Grant Manager for review and comment prior to distribution.

## 2.7 Draft and Final Project Reports

2.7.1 Prepare and submit to the Grant Manager a draft Project Report for review and comment that includes and addresses the following narrative sections and items. Additional requirements are listed in Exhibit D.

- a. A summary of the Project, describing Project purpose, scope and goals, activities completed, techniques used and partners involved.
- b. A report of all monitoring and management practices or management measures implemented, together with their corresponding locations. The report shall be in a format that enables the Grant Manager to find the physical location of each implemented practice or measure and/or monitoring event in a quick and efficient manner. Acceptable formats include, but are not limited to:
  - Map of locations – The map of practices or measures implemented shall consist of dots placed on a USGS 7.5-minute quadrangle map at the implementation location. Lead lines shall be connected to a text box description of the practice or measure. The dots shall have a small enough diameter to enable the Grant Manager to locate the measure or practice within a 50-foot radius.

- Project coding system – The project coding system shall explain the product coding used to describe each implemented practice or measure, together with its corresponding latitude and longitude.
  - c. Describe Project performance, including benefits, successes and shortcomings, consistent with the PAEP. Enumerate specific quantifiable environmental changes and results of the Project. As appropriate, include 1) behavioral results such as the amount of management practices or measures implemented, 2) estimates or measurements of the amount of pollutants prevented from reaching surface or ground water, and 3) documented changes in water quality based on monitoring.
  - d. Identify lessons learned in carrying out the Project. Describe what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.
  - e. Describe the extent of outreach that has been conducted and if there are plans to further promote the results of the Project to achieve additional implementation.
  - f. Describe the Project's funding. Include the projected cost and actual cost of the Project, how much of the grant funds were spent, and how much funding was put into the Project from sources other than CWA Section 319(h). Identify funding sources that have been "leveraged" by the Project and plans for funding future activities.
  - g. Identify planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, Total Maximum Daily Loads (TMDL) or local watershed plans.
  - h. Include appropriate photos and graphics.
  - i. A list of items submitted as outlined in the Table of Items for Review.
  - j. Any additional information that is deemed appropriate by the Project Director or Grant Manager.
- 2.7.2 Prepare a final Project Report that addresses, to the extent feasible, comments made by the Grant Manager on the draft final Project Report. Submit one (1) reproducible master, two (2) copies, and an electronic copy of the final.

### TABLE OF ITEMS FOR REVIEW

ITEM	DESCRIPTION	DUE DATE
EXHIBIT A- SCOPE OF WORK		
1.0	Project Assessment and Evaluation Plan, Monitoring Plans, Quality Assurance Project Plan	—
1.1	GPS Locations for monitoring	Prior to first disbursement
1.2	Project Assessment and Evaluation Plan	Prior to First <b><u>second</u></b> Disbursement
1.3	Monitoring Plan (MP)	Prior to First <b><u>second</u></b> Disbursement
1.3	Monitoring Reports	Quarterly
1.4	Quality Assurance Project Plan (QAPP)	<del>5-7</del> months after execution
2.0	WORK TO BE PERFORMED BY GRANTEE	—
2.1	Pre-Project Field Work	—
2.1.4	Obtain landowner agreements	Prior to First Disbursement
2.1.6	Map of Project area with locations of Project features, GPS coordinates (latitude & longitude) of key points and a brief summary of results of preliminary field work	First quarterly report
2.2	Design Plan	December 2006
2.2.1 (h)	Draft Contingency Plan	Prior to submittal of design plan
2.3	Implementation	—
2.3.2	Adaptive Management Plan(s)	2 weeks prior to anticipated implementation, if needed
2.3.3	Complete photo record (on cd)	With Final Report
2.4	Monitoring	—
2.4.2	Summary of Visual Monitoring	Quarterly
2.4.3	Water <u>and sediment</u> quality and flow monitoring data summary-parameters of immediate concern	Quarterly and Final Reports
2.4.4	Water <u>and sediment</u> quality and flow monitoring data summary-parameters being screened	Quarterly and Final Reports
2.4.6	Collected data	With Final Report
2.5	Project Construction	Quarterly updates
2.5.1	As-built drawings: Inlet flume and outlet devices from Existing	September 2007

ITEM	DESCRIPTION	DUE DATE
	Wetland	
2.5.2	As-built drawings: Controlled Wetland	September 2007
2.5.3 <u>2.5.2</u>	As-built drawings: Infiltration and Recirculation Wetland	September 2007
2.5.4 <u>2.5.3</u>	As-built drawings and Certificate of Completion: Slide Gate	September 2007
2.6	Project Support, Community Involvement, and Acceptance	—
2.6.1	Notice of events, distribution list and outreach materials distributed to participating and supporting entities	Quarterly
2.6.2	Response to outreach	Quarterly or as needed
2.6.3	Draft User guide	With draft Project Report
2.6.3	User guide	With Final Project Report
2.7	Draft and Final Project Reports	—
2.7.1	Draft Project Report	January 2009
2.7.2	Final Project Report	February 2009
EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS		
1.0	Invoices	Quarterly
5.0	REPORTS	—
5.1	Progress Reports by the twentieth (20 <sup>th</sup> ) of the month following the end of the calendar quarter (March, June, September, and December)	Quarterly
5.2	Expenditure/Invoice Projections	Quarterly
5.3	Grant Summary Form	Day 90
5.4	Natural Resource Projects Inventory (NRPI) Project Survey Form	Before final invoice
EXHIBIT C-STATE WATER BOARD GENERAL CONDITIONS		
6	Copy of final CEQA/NEPA documentation  Any activity in the scope of work subject to CEQA cannot begin prior to receipt of environmental clearance from the SWRCB	(no later than three months prior to bid)
22	Signed cover sheets for all permits	

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

1. Invoicing

- 1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the SWRCB's Grant Manager on a quarterly basis consistent with the reporting schedule in Section 5.1 of this exhibit. The address for submittal is:

Gail Cismowski  
Central Valley Regional Water Quality Control Board  
11020 Sun Center Drive # 200  
Rancho Cordova, CA 95670

- 1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Receipt of invoices in any other format than the one provided by the SWRCB will be cause for an invoice to be disputed. In the event of an invoice dispute, the SWRCB's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the SWRCB's Grant Manager.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
- 1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the SWRCB. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.5 The invoice shall contain the following information:
- a. The date of the invoice;
  - b. The time period covered by the invoice, i.e., the term "from" and "to";
  - c. The total amount due; and
  - d. Original signature and date (in ink) of Grantee or its authorized representative.
  - e. Final invoice shall be clearly marked 'FINAL INVOICE' and submitted NO LATER THAN APRIL 1, 2009.

2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2005-06 fiscal year ending June 30, 2006 shall not exceed six hundred three thousand three hundred dollars (\$603,300).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

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If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. Line Item Budget

PROP.50

Personnel Services

\$36,575

Classification

Hours

Wage/Hour

General Manager

275

\$133

Operating Expenses (Pro-rated for Project)

Includes:

\$28,225

23,225

Travel Expenses

Miscellaneous Office Supplies, Phone,

Photocopying, Rent

Supplies for wetland control (42 sets)

Pressure transducers, Data loggers, Stilling wells

Equipment (\$5,000 or more per item)

Pump sets (2) @ \$40,000

\$80,000

Professional and Consultant Services

Engineering services, Topographic surveying,

Project support, CEQA and permitting, Water Quality

Testing

\$243,500

Construction (Contracted Services)

\$215,000

Inlet flume, Broad-crested weir, Earthwork, Inlet

slideoutlet gates,

220,000

Adjustable discharge weir, flow meter

TOTAL

\$603,300

4. Budget Line Item Flexibility

4.1 Line Item Adjustment(s). Subject to the prior review and approval of the SWRCB's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.

4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

5. Reports.

5.1 Grantee shall submit quarterly progress reports to the SWRCB's Grant Manager by the twentieth (20<sup>th</sup>) of the month following the end of the calendar quarter (March, June, September, and December). The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.

5.1.1 The invoice accompanying the progress report must explain the method used to compute the amount due. Invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

- 5.2 Every three (3) months (quarterly) during the work performed under the Scope of Work - Exhibit A section of this Agreement, the Grantee shall develop and submit to their assigned SWRCB's Program Analyst expenditure/invoice projections for the next six (6) months to enable funding availability for payment of invoices.
- 5.3 Grantee shall complete a one (1) page Grant Summary Form <http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum.doc> within three (3) months of the Agreement execution. A hard copy shall be submitted to the Grant Manager and an electronic copy to the Program Analyst for SWRCB website posting.
- 5.4 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Project Inventory (NRPI) Project Survey Form <http://www.ice.ucdavis.edu/nrpi>. A hard copy shall be submitted to the Program Analyst prior to final payment.
- 5.5 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications as may be reasonably required by the SWRCB.
6. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
7. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.

EXHIBIT C  
SWRCB GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the SWRCB.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the SWRCB.
4. **AUDIT:** Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of twenty-three (23) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of the Agreement.
5. **BONDING:** Where contractors are used, Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.
6. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the SWRCB has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Chief Deputy Director of the SWRCB's Division of Financial Assistance. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of the Agreement.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division of Financial Assistance (Division). Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining grant Project funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by

reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

11. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Chief Deputy Director of the Division of Financial Assistance (Division), or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.
12. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
13. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **GRANT MODIFICATIONS:** The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
15. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
16. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the SWRCB.
17. **INSPECTION:** Throughout the life of the Project, the SWRCB shall have the right to inspect the Project area to ascertain compliance with this Agreement.
18. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' prior written notice to the SWRCB. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

19. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
20. **NOTICE:** The Grantee shall promptly notify the SWRCB of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the SWRCB, and the SWRCB has given written approval for such change. The Grantee shall notify the SWRCB at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB's representatives. The Grantee shall promptly notify the SWRCB in writing of completion of work on the Project. The Grantee shall promptly notify the SWRCB in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
21. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the SWRCB shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
22. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) [www.epls.gov](http://www.epls.gov). The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
23. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met. The Grantee agrees to fulfill its responsibilities under Section 1771.8 of the Labor Code, where applicable.
24. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
25. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
  - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
  - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
  - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - f. If Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
26. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the SWRCB for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
27. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the SWRCB is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the SWRCB and the State against any loss or liability arising out of any claim or action brought against the SWRCB and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any

untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the SWRCB and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Agreement.

28. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Boards.
29. **SWRCB ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
30. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the SWRCB, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the SWRCB. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
31. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the SWRCB.
33. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
34. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until twenty (20) years thereafter.
35. **VENUE:** The SWRCB and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
36. **WITHHOLDING OF GRANT DISBURSEMENTS:** The SWRCB may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

EXHIBIT D  
GRANT PROGRAM TERMS & CONDITIONS

1. The Grantee hereby certifies that it is one of the following: A city, county, city and county, district, the State or Federal government, Native American tribe, or any agency or department thereof; or a nonprofit public benefit corporation formed pursuant to the Nonprofit Corporation Law (commencing with Section 5000 of the California Corporations Code), qualified to do business in California, and qualified under Section 501(c)(3) of the Internal Revenue Code.
2. The Grantee hereby certifies that this Project complies with all of the eligibility requirements described in the Agricultural Water Quality Grant Program Guidelines (August 26, 2004).
3. The Grantee hereby certifies that this Project is consistent with the applicable adopted local watershed management plan and the applicable regional water quality control plan (Basin Plan).
4. The Grantee hereby certifies that this Project uses qualified impartial experts to document and verify results through water quality monitoring or other means.
5. If this Project includes a monitoring component, the Grantee hereby certifies that it shall allow the integration of data into statewide monitoring efforts, including, but not limited to, the SWRCB's surface water ambient monitoring program.
6. If this Project is located within the San Gabriel and Los Angeles River watersheds, the Grantee hereby certifies that it shall be consistent with the San Gabriel and Los Angeles River Watershed and Open Space Plan as adopted by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and the Santa Monica Mountains Conservancy.
7. If this Project will wholly or partially assist in the fulfillment of one or more of the goals of the CALFED Bay-Delta Program, the Grantee hereby certifies that it shall be consistent with the CALFED Programmatic Record of Decision, and shall be implemented, to the maximum extent possible, through local and regional programs.